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INTERSTATE COMMERCE COMMISSION

Ford Motor Credit Company of Canada, Limited

RECORDATION NO. 8638 Filed & Recorded

RECEIVED

DEC 29 12 30 PM '76

P.O. Box 278
 Toronto-Dominion Centre
 Toronto, Ontario M5K 1J5
 TELEOPERATION BR.

RECORDATION NO. 8638 Filed & Recorded

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INTERSTATE COMMERCE COMMISSION

December 22, 1976

Secretariat
 Interstate Commerce Commission
 WASHINGTON, D.C. 20423
 U.S.A.

RECORDATION NO. 8638 Filed & Recorded

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6-364A030
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Dear Sir:

INTERSTATE COMMERCE COMMISSION

CC Washington, D.C.

Pursuant to the provisions of the Interstate Commerce Act, as amended, and the regulations of the Interstate Commerce Commission thereunder, Ford Motor Credit Company of Canada, Limited ("Ford Credit") transmits herewith for filing and recording two executed counterparts of each of the following documents, covering certain flat cars owned by Ford Credit and leased to Canadian National Railway Company ("CN"), all as identified in such enclosures:

1. Equipment Purchase Agreement dated as of November 23, 1976 between CN and Ford Credit.
2. Agreement amending Equipment Purchase Agreement dated as of December 14, 1976 between CN and Ford Credit.
3. Trust Indenture dated as of December 1, 1976 between Ford Credit and The Royal Trust Company, as Trustee.
4. Lessee's consent and agreement by CN accepted by The Royal Trust Company, as Trustee.
5. Lease between Ford Credit and CN.
 A cheque in payment of the recording fee is enclosed.

The name and address of Ford Credit is Ford Motor Credit Company of Canada, Limited, The Canadian Road, Oakville, Ontario. The name and address of CN is Canadian National Railway Company, 635 LaGauchetiere West, Montreal, Quebec. The name and address of the Trustee is The Royal Trust Company, The Royal Trust Tower, Toronto-Dominion Centre, Toronto, Ontario.

The general description of the equipment covered by the Equipment Purchase Agreement and other enclosed documents is 144, 100-ton 89 foot 4 inch flat cars manufactured by Hawker Siddeley Canada Ltd.

Yours truly,

FORD MOTOR CREDIT COMPANY OF CANADA,
 LIMITED

by:

Assistant Secretary

Carroll Taylor
Deputy for Secretary
SA [Signature]

J. B. Gagarovich
 Assistant Secretary

Interstate Commerce Commission
Washington, D.C. 20423

12/29/76

OFFICE OF THE SECRETARY

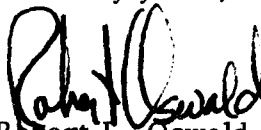
Ford Motor Credit Co. of Canada, Limited
P.O.Box 278
Tronto Dominion Center
Tronto. Ontario

Dear Sir:

The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on 12/29/76 at 12:50pm ,
and assigned recordation number(s) 8638

8638-A
8638-B
8638-C
8638-D

Sincerely yours,


Robert L. Oswald
Secretary

Enclosure(s)

SE-30
(5/76)

SCHEDULE B

NAMES AND ADDRESSES OF THE PARTIES
TO THE TRANSACTIONS

(1) Equipment Purchase Agreement and amendment thereto:

(A) Vendee:

Ford Motor Credit Company
of Canada, Limited
The Canadian Road
Oakville, Ontario, Canada L6J 5E4

(B) Vendor:

Canadian National Railway Company
635 LaGauchetiere West
Montreal, Quebec, Canada H3C 3N3

(2) Trust Indenture dated as of December 1, 1976:

(A) Mortgagor, Assignor:

Ford Motor Credit Company
of Canada, Limited
The Canadian Road
Oakville, Ontario, Canada L6J 5E4

(B) Trustee, Mortgagee, Assignee:

The Royal Trust Company
Royal Trust Tower (23rd Floor)
Toronto-Dominion Center
Toronto, Ontario, Canada

(3) Lease of Railroad Equipment dated as of December 1, 1976:

(A) Lessor:

Ford Motor Credit Company
of Canada, Limited
The Canadian Road
Oakville, Ontario, Canada L6J 5E4

(B) Lessee:

Canadian National Railway Company
635 LaGauchetiere West
Montreal, Quebec, Canada H3C 3N3

(4) Consent to Assignment of Lease of Railroad
Equipment:

(A) Assignee:

The Royal Trust Company
Royal Trust Tower (23rd Floor)
Toronto-Dominion Center
Toronto, Ontario, Canada

(B) Lessee:

Canadian National Railway Company
635 LaGauchetiere West
Montreal, Quebec, Canada H3C 3N3

Please file and record these documents and cross-index them under the names of the rendor-Lessee, Vendee-Lessor-Mortgagor-Assignor and the Mortgagee-Assignee.

SCHEDULE A

DESCRIPTION OF THE EQUIPMENT

<u>Type of Equipment</u>	<u>Specifications</u>	<u>Builder</u>	<u>No. of Units</u>	<u>Unit Numbers</u>
Flat Cars	100-ton 89'4" flat cars with Retractable Container Pedestals	Hawker Siddeley Canada Ltd.	77	CN-639850- 639882; 639884- 639899; 639900- 639927
	AAR Class FM			
Flat Cars	100-ton 89'4" flat cars without Retractable Container Pedestals	Hawker Siddeley Canada Ltd.	67	CN-668000- 668066
	AAR Class FM			

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INTERSTATE COMMERCE COMMISSION

EQUIPMENT PURCHASE AGREEMENT dated as of the 23rd day of November, 1976, between CANADIAN NATIONAL RAILWAY COMPANY, having its principal office and place of business at 935 Lagauchetiere West, Montreal, Quebec (hereinafter called the Seller), and FORD MOTOR CREDIT COMPANY OF CANADA, LIMITED, having its principal office and place of business at The Canadian Road, Oakville, Ontario (hereinafter called the Purchaser).

WHEREAS the Seller hereby agrees to sell and deliver to the Purchaser and the Purchaser agrees to purchase the units of used standard-gauge railroad equipment (hereinafter referred to as the Equipment) described in Schedule A hereto, subject to the terms and conditions set forth herein; and

WHEREAS the Purchaser intends to enter into a Participation Agreement (hereinafter called the Participation Agreement) to be dated as of December 1, 1976 among the Purchaser, the Seller and the parties named in Annex I thereto under which the Purchaser will borrow approximately 75% of the cost of the Equipment by selling to the parties named in Annex I to the Participation Agreement up to \$3,750,885.75 principal amount of its 8.5% Secured Equipment Notes due 1991 to be issued under a trust indenture between the Purchaser and The Royal Trust Company, as trustee; and

WHEREAS the Purchaser intends to enter into a Lease of Railroad Equipment to be dated as of December 1, 1976 (hereinafter

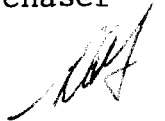


terms of the Participation Agreement funds at least equal to the U.S. dollar portion of the Purchase Price, and (iii) that the representations and warranties of the Seller contained herein and in Paragraph 4 of the Participation Agreement shall be true as of the Closing Date.

ARTICLE 4. Warranties and Representations of Seller.

The Seller hereby warrants and represents to and covenants with the Purchaser as follows:

- (a) that on the Closing Date all of the Equipment shall have been delivered to the Purchaser in good order and condition at such point or points within Canada and the United States of America as the Equipment shall then be;
- (b) that the Seller purchased the Equipment new from Hawker Siddeley Canada Ltd., the purchase price thereof has been paid in full and the Equipment went into service with the Seller after June 30, 1975;
- (c) that the Seller has not to the date hereof, and will not have to the Closing Date, done or permitted any act by which the Equipment shall have become mortgaged, pledged, charged or in any other way encumbered, and the Seller now has and will on the Closing Date have good and legal title to the Equipment and good and lawful right to sell the Equipment hereunder and the Equipment shall be sold by the Seller to the Purchaser



- with good and legal title, free and clear of all claims, liens, security interests and other encumbrances;
- (d) the Seller will defend the title to the Equipment against the demands of all persons whomsoever based on claims originating prior to the effective date of this Agreement;
 - (e) the Seller shall pay all applicable Federal, provincial, municipal, local or other sales taxes relating to the sale and purchase contemplated hereby and shall indemnify and hold the Purchaser harmless with respect thereto;
 - (f) if, as of the Closing Date, any of the Equipment should be found to be defective or otherwise unfit for the use for which it is intended, the Seller shall, at its expense, take such action and do such things as shall be necessary to remedy such defect, to the entire exoneration of the Purchaser.

ARTICLE 5. Miscellaneous. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall be governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF, the parties hereto, each pursuant to due corporate authority, have caused these presents to be signed

A handwritten signature in black ink, appearing to be a stylized 'A' or 'J' with a flourish.

in their respective corporate names by duly authorized officers
and their respective corporate seals to be hereunto affixed, on
the date first above written



Seller:
CANADIAN NATIONAL RAILWAY COMPANY

Witness:

J. Wilkin

By J. B. Spicer
Vice-President
A. J. Fuller
Deputy-Secretary

Purchaser:
FORD MOTOR CREDIT COMPANY OF CANADA,
LIMITED

By A. W. Welch
Vice President

J. B. Gregorovich
Assistant Secretary

SCHEDULE A to the Equipment Purchase Agreement between
Canadian National Railway Company and Ford Motor Credit
Company of Canada, Limited dated as of the 23rd day of
November, 1976

<u>DESCRIPTION OF THE EQUIPMENT</u>				
<u>Type of Equipment</u>	<u>Specifications</u>	<u>Builder</u>	<u>No. of Units</u>	<u>Unit Numbers</u>
Flat Cars	100-ton 89'4" flat cars with Retractable Container Pedestals	Hawker Siddeley Canada Ltd.	77	CN-639850- 639882; 639884- 639899; 639000- 639927
Flat Cars	100-ton 89'4" flat cars without Retractable Container Pedestals	Hawker Siddeley Canada Ltd.	67	CN-668000- 663066 668066

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AFFIDAVIT OF BONA FIDES

PROVINCE OF ONTARIO) IN THE MATTER OF the Bills of Sale
JUDICIAL DISTRICT OF YORK) Act 1970, R.S.O., Chapter 44.
TO WIT:)

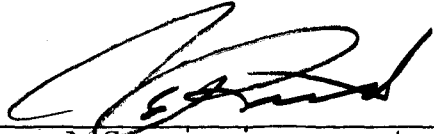
I, JOHN B. GREGOROVICH, of the Town of Oakville, in the Regional Municipality of Halton, an Assistant Secretary of Ford Motor Credit Company of Canada, Limited, the Buyer in the foregoing Bill of Sale, make oath and say:

1. That the sale therein made is bona fide, and for good consideration as set forth in the said Bill of Sale and is not made for the purpose of holding or enabling the Buyer therein named to hold the goods mentioned therein against the creditors of the Seller therein named.

2. I am aware of the circumstances connected with the said Bill of Sale and have personal knowledge of the facts herein deposed to.

SWORN before me at the City
of Toronto in the Municipality
of Metropolitan Toronto this
23rd day of November, 1976.

)
)
) J B Gregorovich
)
)
)
)


A Commissioner, etc.

AFFIDAVIT OF WITNESS

PROVINCE OF QUEBEC

) IN THE MATTER OF the Bills of Sale
)
) Act 1970, R.S.O., Chapter 44.
)
)

I, JAMES EDWARD WILKINSON, of the Municipality of
Beaconsfield, in the Province of Quebec, make oath and say that:

1. I was personally present and did see the foregoing within Bill of Sale duly executed and sealed at the City of Montreal in the Province of Quebec, on the 23rd day of November, 1976 by Canadian National Railway Company, Seller, one of the parties thereto.

2. I know John Howard Spicer and Leonard Allister Fuller who signed on behalf of the said Corporation to be its Corporate Vice-President and Deputy Secretary respectively and that the signatures "J. H. Spicer" and "L. A. Fuller" to the said Bill of Sale are of their proper handwriting.

3. The officers who signed the within Bill of Sale are authorized to sign the same on behalf of the said Corporation and to affix its corporate seal thereto.

4. The name "J. Wilkinson" set and subscribed as a witness to the said signature is of the proper handwriting of me, this deponent.

SWORN before me at the City
of Montreal in the Province
of Quebec this 23rd day of
November, 1976.

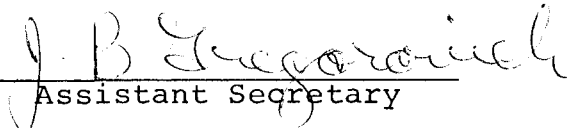
A Notary in and for the Province
of Quebec.

FORD MOTOR CREDIT COMPANY OF CANADA, LIMITED

"RESOLVED, That the President, any Vice President, the Controller, the Treasurer, the Secretary and any Assistant Secretary are, and each of them is, authorized to make, execute and deliver notices, notices to terminate, notices to quit, bills of sale, powers of attorney, affidavits, bonds, reports, applications to government departments and agencies, pleadings and other documents relating to judicial and other governmental proceedings, including proceedings relating to the foreclosure of security documents and repossession of the property covered thereby, applications for certificates of title to motor vehicles, including repossessed motor vehicles, contracts for services with public utilities, notices required under any contract, statute, ordinance, or regulation, and any other type of agreement or instrument not otherwise covered specifically by the By-Laws of the Company or the resolutions of the Board of Directors, except where the matter is deemed to be of such character or importance that it should be referred to the Board of Directors;...."

CERTIFIED to be a true copy of a resolution of the Board of Directors of Ford Motor Credit Company of Canada, Limited duly passed at a meeting held on February 27, 1967, and that such resolution is in full force and effect, unamended, at the date hereof.

DATED November 23, 1976.


Assistant Secretary